From: Sara Williams (DRG)
Sent: Wednesday, November 19, 1997 6:37 PM
To: Stan Murawski; Brad Merrill
Cc: Eric Andrae; Jason White; Peter Plamondon
Subject: RE: MS SDK for Java Redistribution Rights

The redist agreement on the SDK download site currently lets you redist most of the SDK - it excludes the crypto stuff and the jvc. I am working w/ Jing to get that fixed, so that the whole SDK is redist via the easy standard license agreement.

In the meantime, anyone who wants to redistribute jvc needs to sign a more restrictive one-off license agreement. If an ISV is willing to sign this more restrictive license (i've included below), go for it. If not, then we hope to have the license for the sdk 2.01 straightened out.

-Sara

Here's the current agreement. Search and Replace "fujitsu" w/ the name of your ISV. Requirement (c) can be removed, if you get push back, or if it's not appropriate.

fujitsu.rtf

—Original Message—
From: Stan Murawski
Sent: Wednesday, November 19, 1997 7:59 AM
To: Brad Merrill; Sara Williams (DRG)
Cc: Eric Andrae
Subject: RE: MS SDK for Java Redistribution Rights

I am waiting also on this for SAS.

—Original Message—
From: Brad Merrill
Sent: Tuesday, 18 November, 1997 18:48
To: Sara Williams (DRG)
Cc: Eric Andrae; Stan Murawski
Subject: FW: MS SDK for Java Redistribution Rights
Importance: High

What's the status on redist of SDK? Or just JVC?
/Brad

—Original Message—
From: Jason White
Sent: Tuesday, November 18, 1997 4:43 PM
To: Brad Merrill
Subject: FW: MS SDK for Java Redistribution Rights
Importance: High

Is this something you can help me with?

Thanks,
-Jason

—Original Message—
From: Leesa Lee [SMTP:llee@macromedia.com]
Sent: Tuesday, November 18, 1997 4:25 PM
To: Jason White
Cc: llee@ns-2.macromedia.com
Subject: MS SDK for Java Redistribution Rights
Importance: High

Jason,

As you may know, Macromedia is developing a "Save-as-Java" Xtra for Director that allows users to convert/export Director files to Java.

In order to provide a complete solution, we would like to include a Java compiler with the Xtra.

GOVERNMENT EXHIBIT 1331
PENGAD-Bayonne, N. J.

For Windows, we would like to be able to redistribute the Microsoft SDK for Java, which is distributed free of charge at http://www.microsoft.com/java/download.htm. We are currently using version 1.5.1 although I expect we will move to version 2.0 at some point.

We don't need the entire SDK - here are the parts we actually make use of:
- the java compiler itself (JVC.exe)
- the standard class libraries (source not required)

Please let me know what I need to do to get the rights to redistribute this code.

Thanks,
Leesa

Leesa Lee
Product Manager, Director Product Line
Macromedia
600 Townsend
San Francisco, CA 94103
Tel: 415.252.4053
Fax: 415.626.0554
llee@macromedia.com

LIMITED-USE SOFTWARE
LICENSE AGREEMENT

This License Agreement (hereafter the "Agreement") is made and entered into as of _____, 1996 (the "Effective Date"), by and between MICROSOFT CORPORATION, a Washington corporation ("Microsoft"), and FUJITSU CORP., a _____ corporation ("Company").

Recitals

A. Microsoft has developed a software development kit for the Java programming language;

B. Company desires to distribute the Microsoft software development kit with the Company products identified herein.

The parties agree as follows:

Agreement

1. DEFINITIONS

(a) "Licensed Software" shall mean the Microsoft Software Development Kit for Java, and any associated documentation, including the EULA (as defined below), as provided to Company via the following Microsoft Internet website: http://www.microsoft.com/java/sdk (the "SDK Web Site"). The Licensed Software shall include any updated versions generally made available by Microsoft through the SDK Web Site.

(b) "Company Product" shall mean Company's _____ product.

(c) "EULA" shall mean the Microsoft end user license agreement for the Licensed Software in the form available on the SDK Web Site, as modified from time to time by Microsoft.

2. RIGHTS

(a) License Grant. Microsoft grants to Company a limited, non-exclusive, nonassignable, worldwide license to use, reproduce, license and distribute, directly or indirectly, the entire Licensed Software, solely as part of Company Product.

(b) Updates. Microsoft shall have no obligation to supply Company with updated versions of the Licensed Software under this Agreement. Company acknowledges that updated versions of the Licensed Software may be made generally available by Microsoft through the SDK Web Site and for the term of this Agreement, Company may, at its sole discretion and expense, update the Company Product with such updates.

(c) Reservation of Rights. All rights not expressly granted are reserved by Microsoft.

3. OBLIGATIONS

During the term of the Agreement, Company shall:

(a) redistribute the Microsoft virtual machine for Java included in the Licensed Software (the "MS Java VM") as part of Company Product and not any other virtual machine;

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(b) use only the Microsoft native code interfaces (J/Direct, RNI, Java/COM) that are part of the MS Java VM for any native code calling;

(c) support Internet Information Server for server-side functionality;

(d) make reasonable efforts, where appropriate, to redistribution the Microsoft Visual J++ trial edition with Company products.

4. RESTRICTIONS

Company may not: (i) distribute the Licensed Software on a standalone basis or distribute less than all of the Licensed Software as part of the Company Product, except as permitted by the terms of the EULA, (ii) translate or modify any portion of the Licensed Software into any other language without the prior written permission of Microsoft; and (iii) remove any Microsoft trademark, copyright, or other proprietary markings contained in the Licensed Software, including the EULA. All copies of the Licensed Software must be true and complete copies.

5. DISCLAIMER OF WARRANTY AND NO SUPPORT

(a) EXCEPT AS EXPRESLY PROVIDED HEREIN, THE LICENSED SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(b) Company and any of its agents shall not make to any end user any representation with respect to the licensed software or the use thereof except as is explicitly set forth in the documentation accompanying the licensed software. Company hereby agrees to defend, indemnify and hold Microsoft harmless from and against any claim or action brought against Microsoft and/or its affiliates (as defined in Section 5.1) to the extent it is based upon: (i) any computer software virus introduced by Company during the installation process; (ii) any claim by an end user regarding its use or inability to use the Company product if such claim would not have occurred solely from use of the licensed software; (iii) any claim by a third party that the Company product infringes any proprietary right of such third party if such claim would have been avoided by the exclusive use of the licensed software; or (iv) Company's and/or its agents' breach of any of the provisions of section 2 or 3 of this Agreement, provided in all cases that: (i) Microsoft provides Company reasonably prompt notice in writing of any such claim or action and permits Company, through counsel mutually acceptable to Microsoft and Company, to answer and defend such claim or action; (ii) Microsoft provides Company information, assistance and authority, at Company's expense, to help Company to defend such claim or action; and (iii) Company will not be responsible for any settlement made by Microsoft without Company's written permission, which permission will not be unreasonably withheld.

NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC OR PUNITIVE DAMAGES EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) Microsoft shall have no obligation to provide direct end-user support for the Licensed Software to Company or Company's end users.

7. NON-DISCLOSURE AGREEMENT

Company expressly undertakes to retain in confidence all information and know-how transmitted to Company by Microsoft that Microsoft has identified as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential, and Company will make no use of such information and know-how except under the terms and during the existence of this Agreement. Company's obligation under this Section shall survive any termination or expiration of this

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Agreement and shall extend to the earlier of such time as the information protected hereby is in the public domain through no fault of Company for three (3) years following termination or expiration of this Agreement. Notwithstanding the other provisions of this Agreement, nothing received by Company shall be considered to be Confidential Information of the other, if: (i) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (ii) it was known to Company prior to its first receipt by the Company, as shown by files existing at the time of initial disclosure; (iii) it has been intentionally disclosed by Microsoft to a third party without restriction on disclosure; or (iv) it is required to be disclosed in the context of any administrative or judicial proceedings or as otherwise required by law.

7. TERM; TERMINATION

7.1 The term of this Agreement shall commence as of the Effective Date and continue for a period of two (2) years, unless earlier terminated in accordance with this Section 7.

7.2 Either party shall have the right to terminate this Agreement in the event of a material breach of this Agreement after notice thereof and an opportunity to cure within 60 days from the date of such notice.

7.3 Neither party shall be responsible to the other for any costs or damages resulting from the termination of this Agreement in accordance with its terms.

7.4 Sections 7 and 8 shall survive expiration or termination of this Agreement.

8. OBLIGATIONS UPON TERMINATION

(a) Upon termination of this Agreement by Microsoft pursuant to Section 7.2, Company shall destroy or return to Microsoft all copies of the Licensed Software in Company's possession or under its control within ten (10) days following the termination. From and after termination by Microsoft pursuant to Section 7.2, Company will neither use internally nor employ the Licensed Software as part or a portion of the Company Product or any other product that Company may use, sell, assign, lease, license, or transfer to third parties, except that Company may retain one (1) copy of the Licensed Software to be used solely for support purposes.

(b) Upon expiration of this Agreement, Company shall have a right to distribute all copies of the Licensed Software in its inventory on the expiration date for a period of six (6) months, subject to all the other terms and conditions of this Agreement.

(c) From and after termination or expiration, Company will cease and desist from all use of any Licensed Software name(s) and associated trademark(s), except identification of and reference to the Licensed Software name in the Company Product substantially in the form as it appeared on the date of termination or expiration, for a period of one (1) year from such date, and upon request, deliver to MS or its authorized representatives all other materials upon which the Licensed Software name(s) and the associated trademarks appear.

(d) Any licenses or sublicenses already granted by Company under this Agreement shall not be affected by any termination of this Agreement and shall remain in full force and effect.

9. GENERAL

9.1 Notices. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return receipt requested, and addressed as follows:

To Company: To Microsoft:

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FUJITSU Corp.	Microsoft Corporation
_____	One Microsoft Way
_____	Redmond, WA 98052-6399
Attention: _____	Attention: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
	Copy to: Law & Corporate Affairs
	Fax: (206) 936-7409

or to such other address as a party may designate pursuant to this notice provision.

9.2 No Joint Venture. Company is a licensee of Microsoft, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties.

9.3 Governing Law. This Agreement shall be governed by the laws of the State of Washington as though entered into between Washington residents and to be performed entirely within the State of Washington, and Company consents to jurisdiction and venue in the state and federal courts sitting in the State of Washington. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

9.4 Assignment. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that Company may not assign this Agreement, in whole or in part, without the prior written approval of Microsoft.

9.5 Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

9.6 Entire Agreement. This Agreement does not constitute an offer by Microsoft and it shall not be effective until signed by both parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of Company and Microsoft by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above. All signed copies of this Agreement shall be deemed originals.

MICROSOFT CORPORATION	FUJITSU CORP.
_____	_____
By	By
_____	_____
Name (Print)	Name (Print)
_____	_____
Title	Title
_____	_____
Date	Date

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